

**STANDARD AGREEMENT AMENDMENT**

STD 213 A (DHS Rev 7/04)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ADDED PAGES

AGREEMENT NUMBER

**02-26246**

AMENDMENT NUMBER

**A01**

REGISTRATION NUMBER:

**1. This Agreement is entered into between the State Agency and Contractor named below:**

STATE AGENCY'S NAME

**California Department of Health Services**

(Also referred to as CDHS, DHS, or the State)

CONTRACTOR'S NAME

**Deloitte Consulting, L. P.**

(Also referred to as Contractor)

**2. The term of this****Agreement is****May 1, 2003****through****April 30, 2006****3. The maximum amount****\$ 3,845,463****of this Agreement is:****Three Million, Eight Hundred Forty Five Thousand, Four Hundred Sixty Three Dollars****4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:****I. Amendment effective date: October 1, 2004****II. Purpose of amendment: This amendment increases the funding level to reflect more of the same duties as contained in the original Scope of Work. The contractor will provide additional maintenance and operation services for the enhanced CMS CCS/GHPP case management system, CMS Net.****III. Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).****IV. Paragraph 3 (maximum amount payable) on the face of the original STD 213 is increased by \$701,016 and is amended to read: \$3,144,447 (~~Three Million, One Hundred Forty Four Thousand, Four Hundred Forty Seven Dollars~~) **\$3,845,463 (Three Million, Eight Hundred Forty Five Thousand, Four Hundred Sixty Three Dollars)**.****V. Exhibit B, Cost Tables entitled "Part 1 – Cost Tables (pages 46 and 47) are replaced in their entirety by the attached revised Part 1 – Cost Tables (Pages 46 and 47).****VI. Paragraph 4 (incorporated exhibits) on the face of the original STD 213www is amended to add the following exhibit:****Exhibit I – IT Federal Terms and Conditions 10 pages**

All other terms and conditions shall remain the same.

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.****CONTRACTOR**

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

**Deloitte Consulting, L. P.**

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**David N. Bowen, Principal**

ADDRESS

**2868 Prospect Park Drive - Suite 400  
Sacramento, CA 95670****STATE OF CALIFORNIA**

AGENCY NAME

**California Department of Health Services**

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**Terri L. Anderson, Chief, Contracts and Purchasing Services Section**

ADDRESS

**1501 Capitol Avenue, Room 71.2101, MS 1403, P.O. Box 997413  
Sacramento, CA 95899-7413****CALIFORNIA  
Department of General Services  
Use Only**☐ Exempt per:

### Cost Table 3 – System Operations

Costs for System Operation activities are provided on a fixed price per month basis as shown below. The costs below do not include costs for system maintenance activities.

Time Period*	Estimated Hours Per Month	Monthly Rate**	Number of Months	Extended Cost
Month 1 to Month 12	98	\$ 7,250.00	12	\$ 87,000.00
Month 13 to Month 24	98 <b>138</b>	<del>\$ 7,975.00</del> <b>\$11,178.00</b>	12	<del>\$ 95,700</del> <b>\$134,136.00</b>
Month 25 to Month 36	98 <b>146</b>	<del>\$ 8,773</del> <b>\$13,165.065</b>	12	<del>\$105,276</del> <b>\$157,980.78</b>
Month 37 to Month 48	98	\$ 9,650.00	12	\$115,800.00
Month 49 to Month 60	98	\$10,615.00	12	\$127,380.00
Month 61 to Month 72	98	\$11,676.00	12	\$140,112.00
Month 73 to Month 84	98	\$12,844.00	12	\$154,128.00
<b>Total Cost</b>			<b>84</b>	<del><b>\$825,396</b></del> <b>\$916,536.78</b>

Table 1.3 – Systems Operations

\* Time Period must equal 84 months

\*\* Monthly Rate is a fixed price bid

## Children's Medical Services CMS Net

Job Classification	Year 1			Year 2			Year 3		
	Hourly Rate*	Evaluation Factor	Evaluation Cost	Hourly Rate*	Evaluation Factor	Evaluation Cost	Hourly Rate*	Evaluation Factor	Evaluation Cost
Application Developer Programmer	\$50.00	1650	\$82,500.00	\$52.00	1800	\$93,600.00	\$54.08	1,890	\$102,211.20
Business Applications Development Specialist	\$70.00	330	\$23,100.00	\$72.80	360	\$26,208.00	\$75.71	378	\$28,618.38
					1,800	\$131,040.00		1,806	\$136,732.26
Project Management	\$110.00	330	\$36,300.00	\$114.40	360	\$41,184.00	\$118.98	378	\$44,974.44
					480	\$54,912.00		480	\$57,110.40
Software Architect/Sr. Software Developer – Cache/Unix	\$70.00	594	\$41,580.00	\$72.80	648	\$47,174.40	\$75.71	680	\$51,482.80
					1,800	\$131,040.00		1,806	\$136,732.26
Software Architect/Sr. Software Developer – Browser	\$70.00	396	\$27,720.00	\$72.80	432	\$31,449.60	\$75.71	454	\$34,372.34
					1,800	\$131,040.00		1,806	\$136,732.26
<b>TOTAL</b>		3300	\$211,200.00		3600	\$239,616.00		3,780	\$261,659.16
					7,680	\$541,632.00		7,333	\$569,518.38

Job Classification	Year 4			Year 5		
	Hourly Rate*	Evaluation Factor	Evaluation Cost	Hourly Rate*	Evaluation Factor	Evaluation Cost
Application Developer Programmer	\$56.24	1984	\$111,580.16	\$58.49	2083	\$121,834.67
Business Applications Development Specialist	\$78.74	397	\$31,259.78	\$81.89	417	\$34,148.13
Project Management	\$123.74	397	\$49,124.78	\$128.68	417	\$53,659.56
	\$78.74	715	\$56,299.10	\$81.89	750	\$61,417.50
Software Architect/Sr. Software Developer – Browser	\$78.74	476	\$37,480.24	\$81.89	500	\$40,945.00
<b>TOTAL</b>		3969	\$285,744.06		4167	\$312,004.86

Job Classification	Year 6			Year 7		
	Hourly Rate*	Evaluation Factor	Evaluation Cost	Hourly Rate*	Evaluation Factor	Evaluation Cost
Application Developer Programmer	\$60.83	2187	\$133,035.21	\$63.27	2299	\$145,457.73
Business Applications Development Specialist	\$85.17	438	\$37,304.46	\$88.57	459	\$40,653.63
Project Management	\$133.83	438	\$58,617.54	\$139.19	459	\$63,888.21
	\$85.17	788	\$67,113.96	\$88.57	827	\$73,247.39
Software Architect/Sr. Software Developer – Browser	\$85.17	525	\$44,714.25	\$88.57	551	\$48,802.07
<b>TOTAL</b>		4376	\$340,785.42		4595	\$372,049.03

Table 1.2 – System Maintenance

\*The Proposed Hourly Rate will be the maximum hourly billing rate for approved work authorization.

**Exhibit I****IT Federal Terms and Conditions**

*(For federally funded Information Technology (IT) service contracts)*

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

**Index of Terms and Conditions**

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## Exhibit

**1 Federal Equal Opportunity Requirements**

(Applicable to all federally funded agreements.)

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity, ' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity, ' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity, ' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

**Exhibit I**

- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHS, the Contractor may request in writing to DHS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

**2. Federal Contract Funds**

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- a. It is mutually understood between the parties that this agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this agreement. In addition, this agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this agreement shall be amended to reflect any reduction in funds.
- d. DHS has the option to invalidate or cancel the agreement with 30-days advance written notice or to amend the agreement to reflect any reduction in funds.

**3. Air or Water Pollution Requirements**

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt under 40 CFR 15.5.

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

**4. Debarment and Suspension Certification**

(Applicable to all agreements funded in part or whole with federal funds)

- a. By signing this agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

**Exhibit**

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
  - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
  - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
  - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
  - (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the DHS program funding this contract.
- d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
- e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHS may terminate this agreement for cause or default.

**5. Use of Small, Minority Owned and Women's Businesses**

(Applicable to that portion of an agreement that is federally funded and entered into with commercial businesses, nonprofit organizations, institutions of higher education, or hospitals.)

- a. Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.
- (1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
  - (2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
  - (3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
  - (4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
  - (5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.



## Exhibit

**6. Procurement Rules**

(Applicable to all agreements in which equipment, miscellaneous property, commodities and/or supplies are furnished by DHS or expenses for said items are reimbursed with state or federal funds.)

**a. Equipment definitions**

Wherever the term equipment and/or miscellaneous property is used, the following definitions shall apply:

- (1) **Major equipment:** A tangible or intangible item having a base unit cost of **\$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by DHS or the cost is reimbursed through this agreement. Software and videos are examples of intangible items that meet this definition.
- (2) **Minor equipment:** A tangible item having a base unit cost of **less than \$5,000** with a life expectancy of one (1) year or more that is listed on the DHS Asset Management Unit's Minor Equipment List and is either furnished by DHS or the cost is reimbursed through this agreement. Contractors may obtain a copy of the Minor Equipment List by making a request through the DHS program contract manager.
- (3) **Miscellaneous property:** A specific tangible item with a life expectancy of one (1) year or more that is either furnished by DHS or the cost is reimbursed through this agreement. Examples include, but are not limited to: furniture (excluding modular furniture), cabinets, typewriters, desktop calculators, portable dictators, non-digital cameras, etc.

**b. Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this agreement.

- (1) Equipment purchases shall not exceed \$50,000 annually.

To secure equipment above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate DHS program contract manager, to have all remaining equipment purchased through DHS' Purchasing Unit. The cost of equipment purchased by or through DHS shall be deducted from the funds available in this agreement. Contractor shall submit to the DHS program contract manager a list of equipment specifications for those items that the State must procure. The State may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with DHS. The equipment will be delivered to the Contractor's address, as stated on the face of the agreement, unless the Contractor notifies the DHS program contract manager, in writing, of an alternate delivery address.

- (2) All equipment purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.
- (3) Nonprofit organizations and commercial businesses, shall use a procurement system that meets the following standards:
  - (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement contract in which, to his or her knowledge, he or she has a financial interest.
  - (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
  - (c) Procurements shall be conducted in a manner that provides for all of the following:
    - [1] Avoid purchasing unnecessary or duplicate items.
    - [2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.



**Exhibit I****[3] Take positive steps to utilize small and veteran owned businesses.**

- c. Unless waived or otherwise stipulated in writing by DHS, prior written authorization from the appropriate DHS program contract manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHS, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- d. In special circumstances, determined by DHS (e.g., when DHS has a need to monitor certain purchases, etc.), DHS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. DHS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHS determines to be unnecessary in carrying out performance under this agreement.
- e. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.
- f. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.
- g. DHS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b of Provision 6 by giving the Contractor no less than 30 calendar days written notice.

**7. Alien Ineligibility Certification**

(Applicable to sole proprietors entering federally funded agreements.)

By signing this agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

**8. Lobbying Restrictions and Disclosure Certification**

(Applicable to federally funded contracts in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

**a. Certification and Disclosure Requirements**

- (1) Each person (or recipient) who requests or receives a contract, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract or grant or any extension or amendment of that contract or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

**Exhibit I**

- (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
  - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
  - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to DHS program contract manager.
- b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

## Exhibit

## Attachment 1

STATE OF CALIFORNIA  
DEPARTMENT OF HEALTH SERVICES

## CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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Name of Contractor

---

Printed Name of Person Signing for Contractor

---

Contract / Grant Number

---

Signature of Person Signing for Contractor

---

Date

---

Title

After execution by or on behalf of Contractor, please return to the address for the applicable contract representative identified in the Statement of Work (Exhibit A).

## Exhibit

## Attachment 2

**CERTIFICATION REGARDING LOBBYING**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

Approved by OMB  
0348-0046

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, If known: _____		<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, If known: _____
<b>6. Federal Department/Agency:</b> _____	<b>7. Federal Program Name/Description:</b>  CDFA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> _____	
<b>10. a. Name and Address of Lobbying Entity</b> (If individual, last name, first name, MI):  (attach Continuation Sheet(s) SF-LLL-A, If necessary)		<b>b. Name and Address of Lobbying Entity</b> (If individual, last name, first name, MI):  (attach Continuation Sheet(s) SF-LLL-A, If necessary)
<b>11. Amount of Payment (check all that apply):</b> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<b>13. Type of Payment (check all that apply):</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify: _____	
<b>12. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind, specify: Nature _____ Value _____		
<b>14. Brief Description of Services Performed or to be Performed and Dates(s) of Service, including Officer(s), Employee(s), or Member(s) Contracted for Payment indicated in item 11:</b>   (Attach Continuation Sheet(s) SF-LLL-A, If necessary)		
<b>15. Continuation Sheet(s) SF-LLL-A Attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>16. Information requested through this form is authorized by Title 31, U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to Title 31, U.S.C., Section 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$19,000 and not more than \$100,000 for each such failure.</b>		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		_____
Federal Use Only		Authorized for Local Reproduction Standard Form-LLL

**Exhibit I****INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipients at the initiation or receipt of a covered federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C., Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered federal action. Use the SF - LLL- A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and ZIP code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1<sup>st</sup> tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee," then enter the full name, address, city, state, and ZIP code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CDFA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract grant, or loan award number; the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90401."
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state, and ZIP code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
10. (b) Enter the full names of the individual(s) performing services and include full address if different from 10.(a). Enter last name, first name, and middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials, identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Office of Management and Budget, Paperwork Reduction Project, (0348-0046), Washington, DC 20503.

This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

(Also called CDHS, DHS, or the State)

California Department of Health Services

CONTRACTOR'S NAME

(Also called Contractor)

Deloitte Consulting, L. P.

2. The term of this Agreement is: May 1, 2003 through April 30, 2006
3. The maximum amount of this Agreement is: \$ 3,144,447  
Three Million, One Hundred Forty Four Thousand, Four Hundred Forty Seven Dollars
4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

Exhibit A – Statement of Work	42 pages
Exhibit B – Cost Tables	5 pages
Exhibit C – General Provisions	7 pages
Exhibit D – Information Technology General Terms and Conditions	4 pages
Exhibit E – Information Technology Software License Special Provisions	4 pages
Exhibit F – Information Technology Personal Services Special Provisions	4 pages
Exhibit G – Special Terms and Conditions	1 pages
Exhibit H – All Other Attachments	384 pages

General Provisions, Effective 01/01/2001 shown above with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. This document can be viewed at <http://www.pd.dgs.ca.gov/modellang/GeneralProvisions.htm>.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Deloitte Consulting, L. P.

BY (Authorized Signature)

DATE SIGNED (Do not type)



4/17/03

PRINTED NAME AND TITLE OF PERSON SIGNING

David N. Bowen, Principal

ADDRESS

2868 Prospect Park Drive - Suite 400  
Sacramento, CA 95670

**STATE OF CALIFORNIA**

AGENCY NAME

California Department of Health Services

BY (Authorized Signature)

Jayna Querin, Chief  
CMU Policy & Procedures

DATE SIGNED (Do not type)

  
PRINTED NAME AND TITLE OF PERSON SIGNING

Edward Stahlberg, Chief, Program Support Branch

ADDRESS

1800 3rd. Street, Rm. 455, P.O. Box 942732,  
Sacramento, CA 94234-7320

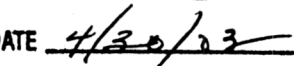
California Department of General  
Services Use Only

DEPARTMENT OF GENERAL SERVICES  
PROCUREMENT DIVISION

**APPROVED**

BY

DATE

  
4/30/03

☐ Exempt per:

**DEPARTMENT OF HEALTH SERVICES**

1000 STREET

SACRAMENTO, CA 94233-942732

TEL: (916) 227-7320



**CONTRACTOR NOTICE/INSTRUCTIONS**

**MAY 12 2003 RECEIVED**

**MAY 14 2003**

**PSS**

**CONTRACTOR:** Deloitte Consulting, L.P.

02-26246

Deloitte Consulting, L.P.

Attn: Carlo Grifone, Principal

2868 Prospect Park Drive- Suite 400

Sacramento, CA 95670

**CONTRACT NUMBER:** 02-26246

Inquiries about this notice must reference the contract number above and be directed to the Department of Health Services' (DHS) Contract Management Unit (CMU) at (916) 227-7320.

To complete the processing of your contract, follow all instructions below:

Affix an original signature to each enclosed contract copy, and return to the address below, any remaining contract copies/facsimiles, by a check mark [X].

☒ Enclosed for your records is your fully executed contract. Retain a full contract copy for future correspondence related to this contract.

☐ The enclosed contract has been fully approved by the Board of Directors. Retain a full contract copy. Sign/return the enclosed contract to the address below for final distribution.

☐ The enclosed agreement has been signed by DHS. Retain a full contract copy. Sign/return any extra copies to CMU's address below. Include this contract.

☐ Complete, sign, and return the enclosed Vendor Information Statement. Return two copies of Board Motion/Resolution.

☐ Other:

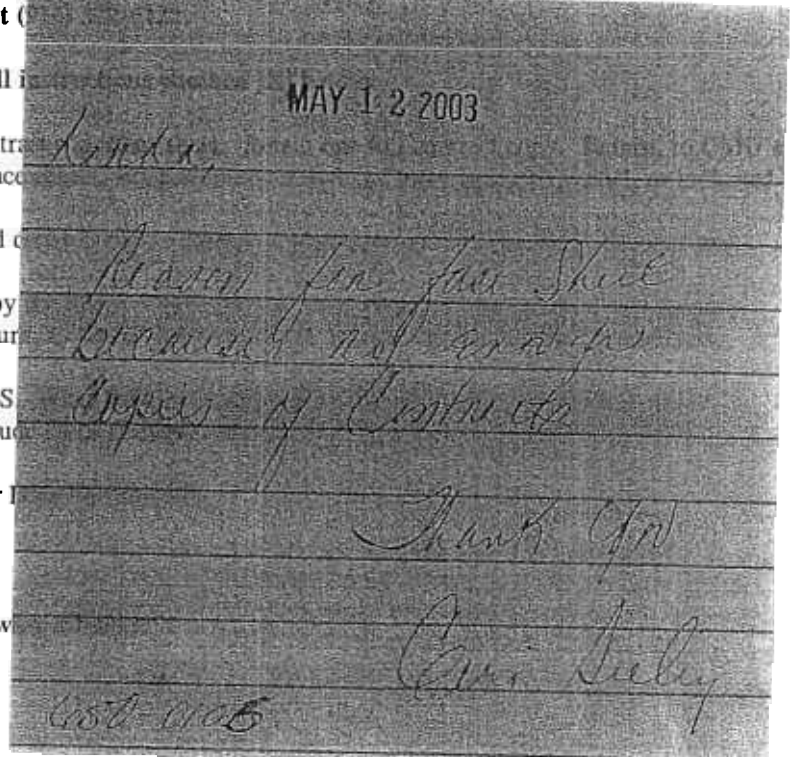
Return all items requested above to CMU at the following address:

DHS Contract Management Unit (CMU)

P.O. Box 942732

1800 Third Street, Suite 455

Sacramento, CA 94234-7320



Please do not alter the enclosed contract. Until the contract is fully executed and distributed, no costs are reimbursable.

For program matters, invoice issues, or to request contract alterations, contact:

DHS Children's Medical Services

Attn: Linda Jackson (916) 327-2193 ✓

1515 K Street, Suite 400

Sacramento, CA 94234-7320

Enclosures



**AGREEMENT SUMMARY**

STD. 215 (DHS Rev 1/03)

**13. BIDDING METHOD USED:**

- ☒ REQUEST FOR PROPOSAL (RFP) ☐ INVITATION FOR BID (IFB) ☐ USE OF MASTER SERVICE AGREEMENT  
*(Attach justification if secondary method is used)*
- ☐ SOLE SOURCE CONTRACT ☐ EXEMPT FROM BIDDING ☐ OTHER *(Explain)*  
*(Attach STD. 821)* *(Give authority for exempt status)*

NOTE: Proof of advertisement in the State Contracts Register or an approved form  
 STD. 821, Contract Advertising Exemption Request, must be attached

**14. SUMMARY OF BIDS** *(List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)*

DGS retains all bid responses as custodian of records.

**15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, PLEASE EXPLAIN REASON(S)** *(If an amendment, sole source, or exempt, leave blank)*  
**"Best Value" selection - IT service.****16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?**

Rates align with bid/cost proposal.

**17. JUSTIFICATION FOR CONTRACTING OUT** *(Check one)*

- ☐ Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified. ☒ Contracting out is justified based on Government Code 19130(b). Justification for the Agreement is described below.

*Justification:*

Services are too specialized/technical in nature. . Services are not available within State Civil Service.

**18. FOR AGREEMENTS IN EXCESS OF \$5,000, HAS THE LETTING OF THE AGREEMENT BEEN REPORTED TO THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING?**☐ NO ☒ YES ☐ N/A**19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?**☐ NO ☒ YES ☐ N/A**20. FOR CONSULTING AGREEMENTS, DID YOU REVIEW ANY CONTRACTOR EVALUATIONS ON FILE WITH THE DGS LEGAL OFFICE?**☐ NO ☒ YES ☐ NONE ON FILE ☐ N/A**21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?**

A. CONTRACTOR CERTIFICATION CLAUSES ☐ NO ☐ YES ☒ N/A  
 B. STD. 204, VENDOR DATA RECORD ☐ NO ☒ YES ☐ N/A

**22. REQUIRED RESOLUTIONS ARE ATTACHED**☐ NO ☒ YES ☐ N/A**23. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED?** *(If an amendment, explain changes, if any)*☐ NO *(Explain below)* ☒ YES *(If YES complete the following)*

DISABLED VETERAN BUSINESS ENTERPRISES: 3 % OF AGREEMENT

☐ Good faith effort documentation attached if 3% goal is not reached.☐ We have determined that the contractor has made sincere good faith effort to meet the goal.*Explain:*

Signature, if exempted at DHS' discretion.

**24. IS THIS A SMALL BUSINESS CERTIFIED BY OSBCR?**☒ NO ☐ YES *(Indicate Industry Group)*

SMALL BUSINESS REFERENCE NUMBER

**25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN ONE YEAR?** *(If YES, provide justification)*☐ NO ☒ YES

Term of contract approved by DGS Procurement

*I certify that all copies of the referenced Agreement will conform to  
 the original Agreement sent to the Department of General Services.*

SIGNATURE/TITLE

e

Karen Murillo

KAREN MURILLO  
CONTRACT ANALYSTDATE SIGNED  
APR 17 2003

**Information Technology Certification**

(Pursuant to State Administrative Manual (SAM) Sections 4819.41 and 4832)

I hereby certify that I am the agency director or designee; that the matters described herein are in compliance with the criteria and procedures for information technology prescribed in SAM; any acquisitions of new or enhanced information technology capabilities are consistent with project justification approved by DOIT, myself or my designee; and that the forgoing statements are true to the best of my knowledge and belief.

3/24/03

(Date)

Rowe Williams CIO(Signature and Title)  
(indicate director or designee)**JUSTIFICATION AND APPROVAL REFERENCE INFORMATION**☒ DOIT-Approved FSR4260-14402/26/1996☐ Agency-Approved  
FSRAgency Project #Approval Date☐ WCJFWCIF #Approval DateCMS Det 2-47

Project Title

☐ Data Center IAA

This is an interagency agreement to procure services from a consolidated data center, it involves multiple projects; the funding level is appropriate, and the nature and scope of services to be supplied by the data center are consistent with the various approved FSRs and PIERs of this agency; and the required project reporting associated with each activity project is current.

## STD. 840 REVISED 7/98

APR. 10, 2003 04:33



State of California • Department of General Services • Gray Davis, Governor  
**PROCUREMENT DIVISION**

Office of Small Business Certification and Resources  
 1531 I Street, Second Floor • Sacramento, California 95814-2016 • (916) 323-5478

DVBE SAPP 20010403

Supersedes APPROVAL Letter Dated 06/29/2000

August 3, 2001

REF# 0020809  
 TRINITY GOVERNMENT SYSTEMS A PRIVATE COMPANY INC  
 P O BOX 188784  
 SACRAMENTO CA 95818

Dear Business Person:

Congratulations on your certified disabled veteran business enterprise (DVBE) status with the State of California. Your certification entitles you to benefits under the state's DVBE Participation Program within state contracting, including the three percent DVBE participation goal for overall state contract dollars.

**Certification period**

Your certification period for each business type is:

Industry	From	To
CONSTRUCTION	06/29/2000	05/31/2003
SERVICE	06/29/2000	05/31/2003
NON-MANUFACTURER	07/30/2001	05/31/2003

**Reporting Business Changes**

You must keep the Office of Small Business Certification and Resources (OSBCR) informed of your firm's current business status and information at all times. The enclosed "Certification Information Change Form" enables you to report to us certain business changes as they occur. The Change Form must be signed by an owner or officer and may be faxed or mailed. You may use the form to report the following changes:

- Business name
- Mailing address
- Principal office address
- Contact information
- Owner's/officer's home address
- Add or delete Standard Industrial Classification (SIC) codes
- Service area(s) (where your firm is able to do business)
- Add Construction business type
- Change contractor's license classification codes
- Request to terminate your certification

If you wish to add the Service, Non-Manufacturer, or Manufacturer business type(s) to your certification, please contact our office at the above phone number or address.

Other changes that require the OSBCR to re-evaluate your eligibility based on a new structure, function, and/or new business relationships must be reported by completing and submitting a new certification application. You may download the application from our website at [www.dgs.ca.gov/osbcr](http://www.dgs.ca.gov/osbcr), or call our office at 916.323.5478. Instances that require a new application include the following:

- Certification expiration or revocation
- A change in ownership
- A business structure change from your current ownership type, to a sole proprietorship, partnership, corporation, limited liability company, limited liability partnership, or joint venture

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213www (DHS 1/03)

**IT SERVICES ONLY**

AGREEMENT NUMBER  
**02-26246**

This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Department of Health Services

(Also called CDHS, DHS, or the State)

CONTRACTOR'S NAME

Deloitte Consulting, L. P.

(Also called Contractor)

2. The term of this Agreement is: May 1, 2003 through April 30, 2006
3. The maximum amount of this Agreement is: \$ 3,144,447  
 Three Million, One Hundred Forty Four Thousand, Four Hundred Forty Seven Dollars
4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.
 

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IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Deloitte Consulting, L. P.

BY (Authorized Signature)



DATE SIGNED (Do not type)

4/17/03

PRINTED NAME AND TITLE OF PERSON SIGNING

David N. Bowen, Principal

ADDRESS

2868 Prospect Park Drive - Suite 400  
 Sacramento, CA 95670

**STATE OF CALIFORNIA**

AGENCY NAME

California Department of Health Services

BY (Authorized Signature)



Jayna Querin, Chief  
 CMU Policy & Procedure

DATE SIGNED (Do not type)

4/17/03

PRINTED NAME AND TITLE OF PERSON SIGNING

Edward Stahlberg, Chief, Program Support Branch

ADDRESS

1800 3rd. Street, Rm. 455, P.O. Box 942732,  
 Sacramento, CA 94234-7320

California Department of General  
 Services Use Only

DEPARTMENT OF GENERAL SERVICES  
 PROCUREMENT DIVISION

**APPROVED**

BY



DATE

4/30/03

☐ Exempt per:

(Pursuant to State Administrative Manual (SAM) Sections 4819.41 and 4832)

3/24/03 (Date)

Rowe Wilkins CIO  
(Signature and Title)  
(indicate director or designee)

☒ DOIT-Approved FSR

4260-144  
DOIT Project #

02/26/1996  
Approval Date

☐ Agency-Approved FSR

Agency Project #

**Approval Date**

☐ WCJF

**WCIF #**

**Approval Date**

CMS Det 2-47

Project Title

☐ Data Center IAA

DHS 2409 (3/03)

## STD. 840 REVISED 7/98

9





State of California • Department of General Services • Gray Davis, Governor

## PROCUREMENT DIVISION

Office of Small Business Certification and Resources

1531 I Street, Second Floor • Sacramento, California 95814-2016 • (916) 323-5478

DVBE SAPP 20010803

August 3, 2001

Supersedes APPROVAL Letter Dated 06/29/2000

REF# 0020609

TRINITY GOVERNMENT SYSTEMS A PRIVATE COMPANY INC

P O BOX 188784

SACRAMENTO CA 95818

Dear Business Person:

Congratulations on your certified disabled veteran business enterprise (DVBE) status with the State of California. Your certification entitles you to benefits under the state's DVBE Participation Program within state contracting, including the three percent DVBE participation goal for overall state contract dollars.

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Your certification period for each business type is:

#### Industry

CONSTRUCTION

SERVICE

NON-MANUFACTURER

#### From

06/29/2000

06/29/2000

07/30/2001

#### To

05/31/2003

05/31/2003

05/31/2003

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